

EXHIBIT – A

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2 LEWIS COUNTY, WASH
3 Superior Court

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF LEWIS**

CYNTHIA D. MOHRMANN
and ROBERT MOHRMANN,
wife and husband, and the
marital community comprised
thereof,

Plaintiff,
vs.

HOME DEPOT U.S.A., INC.,
a Delaware corporation doing
business in Washington,

Defendant.

NO. 20 2 0054221

**COMPLAINT FOR PERSONAL
INJURIES AND DAMAGES**

COME NOW the Plaintiffs CYNTHIA D. MOHRMANN and ROBERT MOHRMANN, by and through their attorney, Bart J. Ricks, of Mano, Paroutaud, Groberg & Ricks, and for cause of action against the Defendant, HOME DEPOT U.S.A., INC., a Delaware corporation, allege as follows:

I. PARTIES, JURISDICTION & VENUE

1.1 Plaintiffs, CYNTHIA D. MOHRMANN and ROBERT MOHRMANN, wife and husband, are now, and at all material times mentioned in this Complaint, a marital community, residing in Onalaska, Lewis County, Washington.

1.2 Defendant, THE HOME DEPOT U.S.A., INC. (hereinafter "HOME DEPOT"), was at all material times mentioned in this Complaint, a Delaware

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COPY

1 corporation, doing business in Lewis County, State of Washington. At all times
 2 material hereto, HOME DEPOT owned and operated a home improvement retail store
 3 located at 1701 NW Louisiana Ave., Chehalis, Washington, under the name THE
 4 HOME DEPOT.

5 1.3 Jurisdiction. This case claims damages arising out of a personal injury
 6 accident and jurisdiction is appropriate in Lewis County Superior Court as the Court of
 7 general jurisdiction. Jurisdiction is proper pursuant to RCW 4.28.185(1)(a).

8 1.4 Venue. All acts and omissions alleged herein occurred in Lewis County,
 9 Washington. Venue is therefore proper in Lewis County pursuant to RCW 4.12.020(3).

II. FACTUAL BASIS FOR CLAIMS

10 2.1 On or about September 1, 2017, Plaintiffs were shopping at the HOME
 11 DEPOT store, store #4740, located at 1701 NW Louisiana Ave., Chehalis, in Lewis
 12 County, Washington.

13 2.2 Defendant, HOME DEPOT, Chehalis store, contains a garden center. In
 14 this area of the store, customers may shop for house plants, flower pots, and other items
 15 related to the lawn and garden.

16 2.3 Defendant, HOME DEPOT, displays plants in the garden center of their
 17 store. The plants are on table racks, shelving units, and pallets.

18 2.4 Plaintiff CYNTHIA D. MOHRMANN was shopping in the garden
 19 center for house plants. Plants on racks in the aisle obscured a pallet with some tall
 20 house plants on the floor. As Plaintiff CYNTHIA D. MOHRMANN walked past the
 21 plants on the racks in the aisle toward a display of house plants that caught her eye, she
 22 did not see the pallet on the floor that protruded into the aisle. She tripped over the
 23 corner of the pallet and fell.

24 2.5 Plaintiff CYNTHIA D. MOHRMANN fell hard on her left hand and
 25 right knee and ended up on the concrete floor. Plaintiff CYNTHIA D. MOHRMANN
 26 was surprised and frightened by the sudden fall and the subsequent pain, particularly in
 27 her right knee.

28 2.6 After laying on the ground for several minutes, Plaintiff CYNTHIA D.
 29 MOHRMANN attempted to get up but could not do so and an ambulance was called to
 30

1 transport her to the hospital. As she was laying on the ground, Plaintiff CYNTHIA D.
 2 MOHRMANN noticed the pallet on the ground that she had tripped over. Plaintiff
 3 ROBERT MOHRMANN joined her from another section of the store and also noticed
 4 the pallet on the ground that she had tripped over.

5 2.7 As a result of this fall, Plaintiff CYNTHIA D. MOHRMANN was
 6 seriously injured when she fractured her right knee cap. She required multiple surgeries
 7 and still requires medical care and treatment.

8 2.8 Defendant, HOME DEPOT, did not provide any warning of the danger
 9 posed by the protruding pallet by placing any signs or caution cones. Defendant,
 10 HOME DEPOT, did not mark or color the pallet in any way that would be noticeable to
 11 customers.

12 III. CLAIMS

13 3.1 That at the aforesaid time and place, Defendant HOME DEPOT, its
 14 agents, employees and/or managers created a dangerous condition for customers
 15 walking in the aisle by having a pallet in the aisle and knew or should have known that
 16 the pallet was in the aisle creating a dangerous condition.

17 3.2 At all times hereto, Plaintiff CYNTHIA D. MOHRMANN entered
 18 Defendant HOME DEPOT's premises for a business purpose related to the business of
 19 HOME DEPOT.

20 3.3 As a business invitee, Defendant owed Plaintiff CYNTHIA D.
 21 MOHRMANN a duty to maintain its premises in a reasonably safe manner and protect
 22 Plaintiff CYNTHIA D. MOHRMANN from dangerous conditions on Defendant
 23 HOME DEPOT's premises that it knew or should have known about.

24 3.4 Defendant HOME DEPOT breached its duty of care to Plaintiff
 25 CYNTHIA D. MOHRMANN to inspect the premises and remove the pallet from the
 floor and/or warn of its existence since it posed a foreseeable danger to her safety.

3.5 Defendant HOME DEPOT breached said duty of care including, but not
 limited to:

- 24 a. Failing to maintain its premises in a safe condition;
- 25 b. Failing to inspect the premises for unsafe or dangerous conditions;

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- c. Failing to remove the pallet and adequately maintain the store aisles for the safety of Plaintiff CYNTHIA D. MOHRMANN;
- d. Failing to exercise reasonable care under the circumstances; and
- e. Failing to maintain the ingress and egress in a reasonably safe condition.

3.6 Defendant HOME DEPOT had actual or constructive knowledge of the dangerous condition and failed to remove and/or warn of the danger.

3.7 That as a direct and proximate result of the negligence alleged herein of Defendant HOME DEPOT, Plaintiff CYNTHIA D. MOHRMANN was severely injured; that although medical attention and supportive remedies have been resorted to, said injuries, together with pain, discomfort, and limitation of movement prevail and will continue to prevail for an indefinite time into the future.

IV. DAMAGES

4.1 As a direct and proximate result of the negligence alleged herein, Defendant HOME DEPOT is liable to Plaintiffs for damages.

4.2 Plaintiff CYNTHIA D. MOHRMANN has incurred and will likely continue to incur medical expenses and other expenses to be proven at the time of trial, all to her general and special damage, including but not limited to emotional distress, pain and suffering, and loss of enjoyment of life, in an amount now unknown but to be shown at the time of trial.

V. LOSS OF CONSORTIUM

5.1 Plaintiff ROBERT MOHRMANN, has lost the love, care, comfort, support, and society of Plaintiff CYNTHIA D. MOHRMANN, and has had to provide services for Plaintiff CYNTHIA D. MOHRMANN, all to Plaintiff ROBERT MOHRMANN's general damages, in an amount now unknown.

VI. PHYSICIAN/PATIENT PRIVILEGE

6.1 Plaintiffs hereby waive the physician/patient privilege only to the extent required by RCW 5.60.060, as limited by the Plaintiffs' constitutional rights of privacy, contractual rights of privacy, and the obligation of physicians and attorneys not to

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1 engage in ex parte contact between a treating physician and the patients' legal
2 adversaries except as provided by court rule.

3 **WHEREFORE**, the Plaintiffs pray for relief as follows:

4 1. For judgment against the Defendant in an amount that will fairly
5 compensate Plaintiffs for all damages sustained and in an amount to be proved at the
time of trial;

6 2. For Plaintiffs' reasonable attorney's fees, costs and disbursements
7 incurred herein;

8 3. For Plaintiffs' prejudgment interest calculated at the maximum amount
allowable by law;

9 4. That Plaintiffs be awarded post-judgment interest, at the highest rate
10 allowed by law on the outstanding amount of the judgment from the date of the
judgment and continuing until the judgment is paid in full; and

11 5. For such other and further relief as to the court may seem just and
12 equitable.

13
14 DATED: August 14, 2020.

15
16 MANO, PAROUTAUD,
GROBERG & RICKS

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19 Bart J. Ricks, WSBA #42390
20 Attorney for Plaintiff

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